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8-30-1959

## Cleveland Food Industry Committee and Amalgamated Meat Cutters and Butcher Workmen of North America Local 427

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## Cleveland Food Industry Committee and Amalgamated Meat Cutters and Butcher Workmen of North America Local 427

### Location

Cleveland, OH

### Effective Date

8-30-1959

### Expiration Date

9-3-1961

### Number of Workers

3600

### Employer

Cleveland Food Industry Committee

### Union

Amalgamated Meat Cutters and Butcher Workmen of North America

### Union Local

427

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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### Comments

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# AGREEMENT

By and Between

## LOCAL UNION 427, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA -- AFL-CIO

And

## CLEVELAND FOOD INDUSTRY COMMITTEE

AUGUST 30, 1959 — SEPTEMBER 3, 1961

### AGREEMENT

1. AGREEMENT made this 12th day of November, 1959, at Cleveland, County of Cuyahoga, and State of Ohio, by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, individually and collectively, for its members, hereinafter referred to as the EMPLOYER, and LOCAL UNION 427, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, hereinafter referred to as the UNION.

### RECOGNITION

2. The Employer recognizes the Union as the sole bargaining agent for all employees in the meat departments of the Employer located in the Counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain and Medina, except for the Kroger Company who recognizes the Union as the sole bargaining agent for all employees in its meat departments in the counties of Cuyahoga, Lake, Ashtabula and Lorain, and the cities of Vermillion and Brunswick, Ohio.

### UNION SHOP

3. All employees covered by this agreement shall, within 31 days after the execution of this agreement or 31 days after their employment, whichever is later, during the term of this agreement, become members of the Union and remain members of the Union in good standing during the life of this agreement. The Employer agrees to notify the Union of any new help within two weeks after date of employment.

### CHECK-OFF OF UNION DUES

4. The Employer shall, for the term of this agreement, deduct initiation fees and Union dues from the first pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to the Union before the fifteenth (15th) day of the month for which the initiation fees and dues were collected.

### UNION OFFICIAL ACCESS TO STORE

5. The appropriate store official shall grant to any accredited Union official access to the store and to the working areas and to the areas where members of the Union are working for the purpose of satisfying himself and the Company representatives that the terms of this Agreement are being complied with, provided the Union official shall first advise the appropriate store official of the purpose of his visit.

### REGULAR WORK-WEEK

6. Forty (40) hours, in any five (5) days of any one (1) week, Monday to Saturday inclusive, shall constitute the work week for all full-time employees.

### REGULAR WORK DAYS

7. (A) The regular work days for the forty (40) hour week in Cuyahoga County shall be as follows:  
Monday, Tuesday, Wednesday, and Thursday ..... 9:00 A.M. to 6:00 P.M.  
Friday and Saturday ..... 8:00 A.M. to 6:00 P.M.

(B) The regular work days for the forty (40) hour work week outside Cuyahoga County shall remain as presently constituted, provided, however, that any employer who feels he must change hours to meet major competition will give the Union two (2) weeks written notice of his intentions before changing.

(C) The scheduled hours of work for the week or any change in said schedule must be posted no later than Saturday preceding the work week for which the schedule is posted. Once posted, full time employees will not be required to take time off in lieu of overtime if called in to work hours other than scheduled hours.

8. All employees when ordered to report for work shall be scheduled for not less than five (5) hours work in any one work day provided they are available for the hours scheduled.

9. (A) Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification.

(B) Part-Time employees shall be scheduled for not less than twelve (12) hours per week except that part time called in to work on Saturday only or the day preceding a holiday only shall be scheduled for not less than five (5) hours work. Part time not available for twelve (12) hours work are exempt from this provision.

10. A meat cutter (or a member of the Union without regard to classification if only one meat cutter is employed in the market) must be on duty during all hours the store is open.

### OVERTIME

11. (A) Time and one-half shall be paid in excess of forty (40) hours in any work week.

(B) Any work performed by a female employee, outside Cuyahoga County, in excess of eight (8) hours in one day shall be paid at time and one-half the regular rate of pay.

12. In Cuyahoga County time and one-half shall be paid for any work performed after 6:00 P.M. on any work day.

13. If an individual employer outside Cuyahoga County is open after 6:00 P.M. on more than one day, time and one-half shall be paid for work on those nights in excess of one day during any one week.

14. No employee shall be permitted to accept time off in lieu of overtime pay. Necessary book-work shall be done on the employer's premises.

## SUNDAYS AND HOLIDAYS

15. There shall be no work performed on Sundays and the following legal holidays, except in cases of extreme emergency to protect the property of the Employer. All work performed on Sundays or the following legal holidays shall be paid for at the rate of double time, that is straight time plus straight time. (61)-1
16. New Year's Day; Decoration Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day or days legally celebrated in lieu thereof. Effective January 1, 1960, the individual's birthday on the Monday following or, if a holiday week, the succeeding Monday. (62-99) - 010

## HOLIDAY WORK WEEK

17. Thirty-two (32) hours shall constitute the work week for all employees in a week in which any of the above specified holidays shall fall. All work performed in excess of thirty-two (32) hours in any such holiday weeks shall be compensated for at the rate of time and one-half (1-1/2). All regular full-time employees shall be paid eight (8) hours' pay for holidays not worked. Such employees will receive holiday pay if he has worked part of the week and then is off due to accident or verifiable illness.

18. Part-time employees who work thirty-two (32) hours in a holiday week shall receive eight (8) hours holiday pay. Effective September 5, 1960, part-time employees shall receive holiday pay on the following pro-rata basis:

12 through 19 hours	- 2 hours holiday pay
20 through 27 hours	- 4 hours holiday pay
28 through 31 hours	- 6 hours holiday pay
32 hours and over	- 8 hours holiday pay

## MINIMUM RATES

19. The minimum rates of pay for full-time employees for the basic work-week, as set out in Paragraph 6, shall be as follows:

	Rates Effective August 31, 1959		Rates Effective January 3, 1960		Rates Effective September 4, 1960	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
20. Meat Dept. Head	\$122.00	\$3.05	No Change		\$126.00	\$3.15
21. Meat Cutter	110.00	2.75	No Change		114.00	2.85
22. Meat Cutter-Counter	107.00	2.67½	No Change		111.00	2.77½
(Meat Cutter who works 50% or more of his time on Service Counter)						

23. All Employees falling in the classifications covered by paragraphs 20, 21 and 22 will receive the above rates on the effective dates indicated, or a minimum increase of \$5.00 per week effective August 31, 1959; a minimum increase of \$4.00 per week effective September 4, 1960.

### EFFECTIVE SEPTEMBER 4, 1960 -

First Cutter	\$119.00	\$2.97½
(In stores having four or more meat cutters including meat dept head and meat cutter-counter classifications)		

### 24. Full-Time Male Apprentices:

1st 6 months	\$69.00	\$1.72½	No Change	\$73.00	\$1.82½
2nd 6 months	74.00	1.85	No Change	78.00	1.95
3rd 6 months	81.00	2.02½	No Change	85.00	2.12½
4th 6 months	89.00	2.22½	No Change	93.00	2.32½

(After the second year, the meat cutter or meat cutter-counter rate will apply)

- All employees falling in the classification covered by paragraph 24 will receive the above rates on the effective dates indicated or a minimum increase of \$5.00 per week effective August 31, 1959; a minimum increase of \$4.00 per week effective September 4, 1960.

	Rates Effective August 31, 1959		Rates Effective January 3, 1960		Rates Effective September 4, 1960	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
25. Full-Time Female Help:						
1st 3 months	\$63.00	\$1.57½	\$63.50	\$1.58¾	\$67.50	\$1.68¾
3 to 9 months	66.00	1.65	66.50	1.66¾	70.50	1.76¾
9 to 18 months	72.00	1.80	72.50	1.81¾	76.50	1.91¾
18 to 24 months	76.00	1.90	76.50	1.91¾	80.50	2.01¾
Over 24 months	81.00	2.02½	81.50	2.03¾	85.50	2.13¾

- All employees falling in the classification covered by paragraph 25 will receive the above rates on the effective dates indicated or a minimum increase of \$5.00 per week effective August 31, 1959; a minimum increase of \$4.00 per week effective September 4, 1960.

26. Meat cutters, relieving head meat cutters one week or more, shall receive the minimum rates for the head meat cutter. However, in no event shall he suffer a decrease in wages.

## PART-TIME RATES

27. The minimum rates of pay for part-time employees shall be pro-rated on an hourly basis.
28. Part-time employees shall be given credit for actual hours of work in arriving at their regular hourly rate.

## SERVICE CREDIT

29. Employees shall receive credit for all time served under different Employers in arriving at the proper wage rate.

## EQUAL PAY FOR EQUAL WORK

30. Female employees replacing male employees shall be paid the rate for male employees providing such female employees are able to perform in full the duties of the male employees.



## NO REDUCTION IN PAY

31. No employee shall suffer a reduction of pay as a result of the signing of this Agreement.

## REST PERIODS

32. There shall be no split shifts or enforced rest periods, and all time in one day shall run continuously from starting to quitting time, except that all employees shall receive a paid rest period of ten (10) minutes in the morning and ten (10) minutes in the afternoon and a single lunch period, without pay, of one hour in any one day. Lunch periods shall be provided within five (5) hours after the employee begins work.

## NOTICE FOR DISCHARGE AND LAY-OFFS

33. No full-time employee shall be discharged without three (3) days' notice or three days' pay in lieu of notice. No notice or advance pay will be necessary when employees are discharged for dishonesty, drunkenness on the job or insubordination.

34. All employees shall give three (3) days' notice to the Employer. Upon failure to do so, the Union shall discipline employees. (35) - 2

## VACATIONS

35. All full-time employees with one (1) year's continuous service with an individual employer shall receive one (1) week's vacation with pay. (38-39) - 03

36. All full-time employees with three (3) years' or more continuous service with an individual employer shall receive two (2) weeks' vacation with pay. (42-43) - 07

37. All full-time employees with ten (10) years' or more continuous service with an individual employer shall receive three (3) weeks' vacation with pay. (46-47) - 17

38. All full-time employees with twenty (20) years' or more continuous service with an individual employer shall receive four (4) weeks' vacation with pay. (50-51) - 22

39. Part-time employees shall be granted vacations on the same basis as full-time employees, except that their vacation pay shall be based on the hours worked during the year preceding the anniversary date of employment divided by fifty-two (52).

40. Those receiving more shall not be reduced. Employees shall become eligible for vacations on the anniversary date of employment. Vacation schedules may be changed if employee and employer are agreed. Employees with mixed full-time and part-time service shall receive their vacation based on their last year of service divided by 52 and shall be measured by the employee's last hiring date. An employee shall not lose his vacation pay if he leaves the service of the employer after qualifying for a vacation he has not received.

41. Vacations earned are not accumulated beyond four (4) weeks in any year. Vacation money must be paid in advance.

42. If a holiday (Specified in Paragraph 16) falls within an employee's scheduled vacation period, the employee will receive an extra day's pay. 46/1, 47/2, 48/9, 49/1, 50/1, 51/1, 52/1, 53/1, 54/1

## FUNERAL LEAVE

43. In case of death in the immediate family of a full-time employee, such employee shall be allowed a maximum of three days leave with pay, provided however that no employee will be paid more than a full week's pay. The term immediate family shall mean husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, or any relative residing with the employee.

## PREGNANCY LEAVE

44. Six-month pregnancy leave will be granted, and extended two months if the employee is physically unable to return. 55/1, 56/2, 57/1, 58/1, 59/1

## JURY DUTY

45. Any full-time employee called for jury duty will be compensated by the employer for the difference between regular pay and the jury pay for absence necessarily caused by such jury duty. The employee shall not suffer loss in pay by reason of being on jury duty on his regular day off.

## JOB APPLICANTS

46. The Union shall have equal opportunity to furnish job applicants.

## PENSIONS

47. Those not now having a pension plan shall establish a pension plan not later than July 1, 1961. When the agreement is reached on pensions for those employers not now providing a pension program, such agreement shall be attached as a supplement.

## HEALTH AND WELFARE

48. Employer herein agrees that the Health, Welfare and Death Benefit Fund heretofore established, which is legal under the laws of the State of Ohio and under the laws of the United States, shall be continued during the life of this agreement. It is understood and agreed by the parties hereto that no fund shall be set up on which the contributions made by Employer hereunder are construed to be wages under the Federal Wage and Hour Act. Nor is any fund to be established under which the payments of the Employer are considered by any taxing authority as wages upon which withholding tax is to be paid or upon which Social Security contributions are to be made by Employer.

49. The fund, which is to be established shall be jointly administered under a trust agreement to be executed by the parties hereto providing administration by a Board of Trustees consisting of two representatives of the Union, and two representatives of the Employer, and providing for a tie breaker. This fund shall be used to establish insurance against sickness, accident, or such other contingencies as may impair the welfare of the Union members as may be determined by the Board of Trustees.

50. Each individual employer agrees to pay monthly into the Fund the sum of Three Dollars (\$3.00) per week for each full-time employee on each such employer's payroll.

51. Effective December 1, 1959, each individual employer agrees to pay monthly into the Fund, the sum of Four Dollars (\$4.00) per week for each full-time employee on each such employer's payroll.

52. Each such employer shall forward on the first day of each month to the Fund a record sheet of his full-time employees for the preceding month with payment to the Fund to cover said employees.

53. The Kroger Company having a health and accident plan in effect is exempt from the provisions of paragraphs 48 to 52 inclusive. However, any changes made in such plan during the term of this contract will be through negotiations with the Union.

#### SENIORITY

54. As to layoffs and rehiring, the principles of seniority shall apply. Seniority shall be determined on the length of service of the employee with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. An employee's seniority shall be considered broken if he quits, is discharged for cause, is laid off continuously for six months or fails to return from lay-off within three (3) days of written notice sent to the last known address.

55. In the matter of promotions and transfer from one type of work to another or from one store to another, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. A seniority list shall be supplied the Union. In the event of a grievance arising out of layoff or reduction of hours, there will be no liability until one week after the grievance is filed by the Union.

56. For multi-store operations, seniority shall be considered by areas previously agreed upon between the employer and the Union.

57. Employees working full-time on other jobs shall be considered to have the least seniority.

58. Union stewards shall be considered to have the longest seniority on the store level within their classification.

#### WORKMEN'S COMPENSATION

59. It is agreed that all meat market operators with one (1) or more employees shall carry Workmen's Compensation under the Workmen's Compensation Law of Ohio.

#### ARBITRATION

60. Should there be a dispute concerning the terms of the agreement or their application in the meat departments of the Employer, which cannot be settled by a representative of the Employer and a representative of the Union, the matter of disagreement shall be submitted to a Board of Arbitration consisting of two (2) men representing the Union, two (2) men representing the Employer, and one (1) disinterested arbiter selected by mutual agreement. The decision of the Board of Arbitration shall be rendered within thirty (30) days of the date of dispute being submitted for arbitration and the decision of the Board of Arbitration shall be final and binding.

#### NO STRIKE - NO LOCKOUT

61. There shall be no strikes, lockouts, stoppage of work or picketing during the life of this agreement.

#### TERMS OF CONTRACT

62. This Agreement shall take effect August 30, 1959, and shall expire September 3, 1961, but shall automatically continue from year to year unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date hereof.

#### THE UNION

by: SAM POLLOCK, President

by: DAN J. DeSANTIS, Representative

by: \_\_\_\_\_

#### THE EMPLOYER

Name \_\_\_\_\_

Address \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

Date Signed \_\_\_\_\_ 19\_\_\_\_

#### CLEVELAND FOOD INDUSTRY COMMITTEE

by: HOWARD ENGLISH, Chairman

#### THE KROGER CO.

by: (signed) \_\_\_\_\_

#### PICK-N-PAY, INC.

by: (signed) \_\_\_\_\_

#### HEINENS, INC.

by: (signed) \_\_\_\_\_

#### BI-RITE, INC.

by: (signed) \_\_\_\_\_

#### CLEVELAND FOOD DEALERS ASSN., INC.

by: (signed) \_\_\_\_\_

#### THE FISHER BROS. CO.

by: (signed) \_\_\_\_\_

#### STOP-N-SHOP, INC.

by: (signed) \_\_\_\_\_



541k

## U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

June 30, 1960

Mr. Sam Pollock, President  
Amalgamated Meat Cutters and Butcher  
Workmen of North America, #427  
2605 Detroit Avenue  
Cleveland 13, Ohio

Dear Mr. Pollock:

We have in our file of collective bargaining agreements a copy of your agreement with the Cleveland Food Industry Committee. This agreement expired August 1959.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Ewan Clague*  
Ewan Clague  
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 36002. Number and location of establishments covered by agreement 700  
retail meat outlets in Northeastern Ohio3. Product, service or type of business retail meat products

4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

Sam Pollock

(Your name)

President

(Position)

2605 Detroit Avenue

(Street)

Cleveland 13, Ohio

(City and State)